

SWING MOORING APPLICATION

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Name (Licensee)	
Identification (drivers' licence or passport)	
Physical Address	
Postal address (if different than above)	
Emergency contact number	
Alternative emergency contact	
Insurance company and policy number	
Email address	
Named vessel	
Type and colour	
Length	
Draught	
Beam	
Location (degrees, mins, decimal mins)	
Swing mooring area	

Prior to applying for Swing Mooring License in the common marine and coastal area, you need to notify and seek the views of any group that has applied for recognition of customary marine title in the area relevant to your application as per section 62 of the Marine and Coastal Area (Takutai Moana) Act 2011 (MACA). For further information regarding fulfilling your obligations under MACA and for a list of applicant groups please go to:

<http://www.gw.govt.nz/coastal/>

I/we hereby certify that, to the best of my/our knowledge and belief, the information given in this application is true and correct. I/we have read and accepted the General Conditions attached to this application which forms part of the License if issued.

I/we have notified the relevant applicant group(s) under section 62 of the Marine and Coastal Area (Takutai Moana) Act 2011.

Full name:

Date:

Applicant's signature:

(or person authorised to sign on behalf of the applicant)

License type & Application fees

Application New license - \$172.50 (incl. GST)

- If you are applying for a new license please pay the application fee by internet banking to Greater Wellington Regional Council ANZ account 06-0582-0104781-00.
(Please quote "Mooring" and your name in reference fields).
- Once the application is approved, you will be sent an annual invoice - Annual admin fee is \$138 (Inc. GST) – The reference number is provided on the invoice.
- If renewing an existing licence, no initial payment is required; you will be sent an invoice for any outstanding fees (If required).

Note: Please forward this completed application to harbours@gw.govt.nz or send to Harbourmasters office, PO Box 11646, Manners St, Wellington 6142

General Conditions

Use of the mooring

1. This swing mooring licence (Licence) is issued to the Licensee to allow the placement of a mooring and/or its use by the vessel described in the Licence at the specified swing mooring location..
2. The Licensee authorises and will allow the Harbourmaster/enforcement officers access to the swing mooring site and vessel at any reasonable time to observe and confirm compliance with the Licence conditions.
3. The Licensee may not leave a mooring vacant or unattended for a period of longer than six months without prior permission of the Harbourmaster.
4. The Licensee is responsible for any vessel tied up to the mooring and is responsible for the security of the mooring and vessel at all times.
5. Any vessel tied up to the swing mooring must be of seaworthy condition and must be able to navigate a passage of 5 NM under its own propulsion if requested within 72 hours of notification from the Harbourmaster, unless written permission has been granted from the Harbourmaster.
6. A vessel of the same general type, and no greater length and displacement, may use the mooring on a temporary basis, with the permission of the Licensee and prior written approval from the Harbourmaster. The following information must be supplied prior to the Harbourmaster deciding whether to give permission to the new vessel: vessel name, description, dimensions, the owner's contact details, and the proposed duration of the temporary use.
7. Licensees who are trusts, clubs or companies must provide details of a contact person who is responsible and contactable in relation to the swing mooring and any vessel on it.
8. All vessels or craft or otherwise which form part of the application to use a swing mooring are subject to the approval of the Harbourmaster.
9. After giving as much written notice as possible, the Harbourmaster reserves the right to have swing moorings relocated to other locations within the designated swing mooring area. This is to ensure efficient management of the swing mooring area and this is not limited to space, depth, safety and access.

License Fees

10. The Licensee will pay an application fee of \$172.50 (incl GST) for a new Licence. The Licence commences on the date when both the application fee is received by the Greater Wellington Regional Council (Council) and the license is approved by the Harbourmaster.
11. An invoice for your annual licence fee is issued in July each year. The annual licence fee of \$138 (incl GST) is payable in advance. If this period is less than 12 months, the Harbourmaster may exercise discretion. (Note: The annual license fee of \$138 is due at the time of the license approval / renewal. Changes in the annual license fee may be made through the annual plan process or other process under the Local Government Act 2002.)
12. If the annual license fee is not paid by the due date the licence may be cancelled by the Harbourmaster and any outstanding fees may be recovered as a debt due to the Council and may include collection costs.
13. There is no cost for transferring the Licence to a new Licensee.

Identification of vessel's insurance company, policy number and owner

14. The Licensee shall exhibit the vessel name on the exterior of the vessel so that the name is clearly visible; and always display a registered numbered buoy. The buoy is to be permanently marked with the registered buoy number issued with this Licence and it is the Licensee's responsibility to maintain these markings.
15. The Licensee shall immediately notify the Harbourmaster of any change of contact details from those shown in this Licence, or of any name change to the vessel named in the licence application, and any change in insurance company details. In the event of damage to the vessel or breakaway from the mooring and the owner is unable to be contacted, the Harbourmaster's office may contact the insurance company to aid recovery and prevent further damage.

Swing mooring construction and maintenance

16. The location, design, implementation and operation of the swing mooring shall be in general accordance with the Licence application, its associated plans and documents lodged with the Harbourmaster.
17. The Licensee shall ensure the mooring is constructed and maintained in accordance with the current Harbourmasters Mooring Construction Guidelines or equivalent standard: <http://www.gw.govt.nz/assets/Our-Environment/Harbours/Mooring-construction-guidelines.pdf>
18. Where the swing mooring is not constructed in accordance with these Guidelines, the construction shall be to the satisfaction of an approved swing mooring inspector and the Harbourmaster.
19. The Licensee is solely responsible for the condition/maintenance of the swing mooring and is to ensure that it is "fit for purpose" at all times.

Two-yearly inspection of swing mooring is required

20. A two-yearly inspection of the swing mooring is required. The Harbourmaster may require more frequent inspections due to the reported condition of the mooring.
21. All swing mooring inspections must be undertaken by an "Approved swing mooring inspector" as listed on the Council website or available from the Harbourmaster: <http://www.gw.govt.nz/assets/Harbours/List-of-approved-mooring-inspectors.pdf>
22. The Licensee will provide a current mooring inspection report to the satisfaction of the Harbourmaster stating "fit for purpose" at the initial installation and then at least every two years. A copy of each inspection report shall be submitted to the Harbourmaster within 20 working days/one month of the completion of the inspection by the swing mooring inspector. The Licensee is responsible for submitting this information to the Harbourmaster at harbours@gw.govt.nz.
23. The inspection report will indicate:
 - a) the condition of the mooring tackle.
 - b) If the swing mooring is found to be in a safe operational condition, that the swing mooring is "fit for purpose" taking into consideration, but not limited to: vessel size, swell, wind, weather, location, type of mooring and design and the length of time the swing mooring is suitable for use as determined by the swing mooring inspector.
24. Any deficiencies/repairs noted as requiring attention in the inspection report are solely the Licensee's responsibility and need to be carried out to the satisfaction of the swing mooring inspector and the Harbourmaster in the timeframe specified.
25. A swing mooring inspector may issue a temporary "fit for purpose" report if the swing mooring inspector considers it safe for the vessel to stay on the mooring whilst the repairs are carried out. If the swing mooring inspector/Harbourmaster deems unsafe to leave the vessel on the mooring whilst under repair or in a state of disrepair, the mooring should be clearly marked as "DO NOT USE" by the Licensee.
26. Failure to submit an inspection report to the Harbourmaster stating that the swing mooring is "fit for purpose" at times specified in condition 20 may result in the Harbourmaster arranging for an inspection at the Licensee's expense. If results of the inspection deem the mooring to be unsafe it may be removed or repaired by the Harbourmaster at the Licensee's expense. The Licensee may be directed to remove any vessel attached to an unsafe mooring.

Cancellation of Licence by Licensee

27. If the Licensee no longer requires the use of the swing mooring the Licensee must notify the Harbourmaster at harbours@gw.govt.nz outlining the reason why the Licensee wishes to cancel the Licence. The Licence will remain operative until such time that the Harbourmaster confirms the cancellation of the Licence.

Transfer of Licence by Licensee

28. The Licensee shall not assign or transfer any of their rights or obligations under this agreement without the prior written consent of the Harbourmaster (such consent not to be unreasonably withheld), and any purported or attempted transfer or assignment without such consent will be deemed null and void.
29. Transferring a Licence requires a 'Transfer of Licence' form which must include the signatures of the old and new owners. The Licensee is responsible for the transfer of the licence and will be liable for any costs up to and including the date the transfer is received and approved by the Harbourmaster.
30. If the swing mooring area has a waiting list the Harbourmaster may offer the swing mooring to the first person on the waiting list with a vessel of appropriate size.
31. If the swing mooring area has no waiting list or the mooring is sold with the vessel, then the Licensee may at the same time request the Harbourmaster to issue a new licence in the name of any prospective purchaser of the tackle. The Harbourmaster shall not refuse this request without reasonable cause where the new vessel is suitable for the mooring and is not limited to size, draught, depth and type.
32. Should the mooring no longer be required by the Licensee in its current position, the Licensee is to remove the tackle from the site as directed by the Harbourmaster. The swing mooring owner has only rights to the swing mooring tackle which must be removed as soon as practicably possible.
33. If the Licensee wishes to transfer or sell the Licence to any other person the Harbourmaster must be advised and give approval prior to transfer or sale.
34. Cancellation of the Licence by the Harbourmaster
35. The Licence is valid for 10 years provided the conditions of this Licence are met. Failure to meet these conditions may result in the Licence being cancelled.
36. If the Licence application contains inaccurate or misleading information, the Harbourmaster may cancel or alter the Licence.
37. Leaving a mooring vacant or unattended for a period of longer than six months may involve cancellation of the licence.
38. If the licence is cancelled, the Licensee is required to remove the ground tackle within 28-days of notification. If there is no response from the Licensee within this period, the mooring may be removed by the Harbourmaster or nominated contractor. All associated costs incurred will be forwarded to the Licensee, who must pay them within 20 working days of the invoice date.
39. The Licensee will remain liable to the Council in respect of all fees and charges payable under this Licence up to and including the date upon which the vessel and mooring are removed from the site.
40. Review of conditions
41. The conditions of this Licence may be reviewed annually by the Harbourmaster and new or amended conditions the Harbourmaster sees fit may be imposed, within six months of the anniversary of the commencement date of this Licence, or on:
- a) Transfer of this Licence, or on
 - b) Change of ownership of the mooring and/or vessel.

Council liability

42. The Council, the Harbourmaster, their employees, contractors and agents shall not be responsible, whether in contract or tort or otherwise, for any loss or damage to the mooring or any vessel fastened to it or for damage incurred by other vessels or moorings through the use of the mooring, unless such damage was attributed to or caused by the deliberate or grossly negligent action of the Council, the Harbourmaster, their employees, contractors and agents.
43. Any action taken by the Harbourmaster in good faith to secure a vessel broken free from its mooring and all associated costs are at the owner's risk and expense. All costs will be forwarded to the Licensee, who must pay them within 20 working days of the invoice date.
44. On prior written notice to the Licensee, the Council may assign or transfer all or any of its rights or obligations under this agreement to any of its parent, subsidiary or other related companies; such assignment to take effect on the Licensee's receipt of written notice of the assignment

Tips and tricks - Handy information

- Swing moorings should be viewed as a last resort. Although swing moorings are cheaper they offer the least protection. Vessels can break away from their moorings suffering irreparable damage and owners can be up for substantial salvage costs.
- Vessel insurance is strongly recommended. If you don't have a current swing mooring inspection that states that it is "fit for purpose", it is likely to invalidate your insurance.
- Swing mooring Licensees and/or boat owners are encouraged to visually check as much of their mooring as they can, by pulling up as much of the top chain as they can do safely on a regular basis.
- Good quality chain, swivels and shackles are paramount (PWB self-colour is a known quality brand). Avoid low cost equivalents. It is not easy to identify low quality components and you need to ensure your supplier understands what the products are going to be used for.
- A great idea is to have a second mooring chain/tackle already made up. This could consist of a top rope, swivel, top chain and secondary chain and welded shackles with a forged ring to allow ease of replacement (simply loop through itself to attach). Only the shackle that connects the swivel/top rope then needs to be checked for security. The swing mooring inspector/diver only has to attach and inspect the ground chain, block connections etc. Using this method better enables you to inspect the worn parts and potentially reduces cost (prevents repeat trips for repairs).
- The Licensee should be aware of all coastal marine area regulations for the area they are operating in, including the Proposed Natural Resources Plan, especially in relation to the emptying of any sanitary device or to dump any rubbish into the harbour.
- Sewage is not allowed to be discharged unless the vessel is more than 500 metres off shore and at a chartered depth of at least 5 metres.
- If you think a boat is illegally discharging sewage or any other pollutants phone our 24-hour Pollution hot line on 0800 496 734.
- Emergency contact with you is limited to the most current details that you give; please update your details as soon as they change by contacting us. If your boat breaks away and there is time delay for permission to act, this can be the difference between a successful salvage or not.
- When the Harbourmaster's office tries to communicate with the boat owner or the Licensee, we use the contact details given to us. Sometimes we have to resort to placing a note on the vessel. Should this be unsuccessful and depending on the situation, we may have no alternative but to go declare the vessel as abandoned. All the risk and cost of removing the vessel is with the owner of the vessel.
- In the event of, but not limited to grounding, fire, sinking or collision, salvage costs of your vessel are solely with the vessel owner. This is defined as the person who owned the vessel at the time. Any costs incurred by GWRC may be recovered from the owner of the vessel.
- Any risks or third-party damage that may require the Harbourmaster to take actions, which may include but not limited to salvage, disposal, relocating and securing, any costs or risk incurred will be solely with the vessel owner.
- If you find another vessel moored on your swing mooring, notify the Harbourmaster immediately and to contact local boat clubs etc, to help determine vessel ownership.